

**Exhibit 21**  
**(Unsealed)**  
**(Previously Filed Under Seal as Dkt. 438)**

## Message

**From:** Mike Sawyer [MikeSawyer@fico.com]  
**Sent:** 10/7/2015 9:13:41 AM  
**To:** Russ Schreiber [RussSchreiber@fico.com]  
**Subject:** RE: Chubb Language  
**Attachments:** 30073\_ChubbandSon\_SftwrLicMaintAgmt-Blaze\_6-30-06.pdf; 33073\_ChubbandSon\_Blaze\_AmendTwo-toSLSA\_12-28-06.pdf; 30274\_ChubbandSon\_Blaze\_Amend1-toSftwrLicMaintAgmt\_8-1-06.pdf

See attached. I don't see anything on GWP in the agreements.

**Mike Sawyer**

Client Partner, Insurance & Healthcare

**FICO**

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**From:** Russ Schreiber  
**Sent:** Wednesday, October 07, 2015 10:10 AM  
**To:** Mike Sawyer  
**Subject:** Re: Chubb Language

Nothing in the contract? I can dig up proposal but it was a decade ago

Russ

m 917.214.2614

Sent from my phone

On Oct 7, 2015, at 9:55 AM, Mike Sawyer <[MikeSawyer@fico.com](mailto:MikeSawyer@fico.com)> wrote:

No. I wasn't at FICO when this deal was signed. Do you have any of the proposal information? I know that our standard Blaze Advisor price book and likely the pricing sheet that needed to be completed for FP&A at the time for rev rec would have been based on GWP.

**Mike Sawyer**

Client Partner, Insurance & Healthcare



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**From:** Russ Schreiber

**Sent:** Wednesday, October 07, 2015 9:53 AM

**To:** Mike Sawyer

**Subject:** RE: Chubb Language

Is the license specifically tied to GWP?

Russ Schreiber

m +1.917.214.2614

**From:** Mike Sawyer

**Sent:** Wednesday, October 07, 2015 9:41 AM

**To:** Russ Schreiber

**Subject:** RE: Chubb Language

I am not as concerned about it. Chubb had \$12.3B in GWP in 2014 compared to ACE's \$23B. Our pricing model is based on GWP so I would think that tripling the size of the GWP of business by acquisition should be significant enough to get around the "unreasonably withheld" language.

**Mike Sawyer**

Client Partner, Insurance & Healthcare

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**From:** Russ Schreiber  
**Sent:** Wednesday, October 07, 2015 9:33 AM  
**To:** Mike Sawyer  
**Subject:** RE: Chubb Language

The unreasonably withheld bit has me a little concerned so it may come down to a "how did we size" the enterprise discussion

Russ Schreiber  
m +1.917.214.2614

**From:** Mike Sawyer  
**Sent:** Wednesday, October 07, 2015 8:44 AM  
**To:** Russ Schreiber  
**Subject:** Chubb Language

I think we are in a good spot. See below. First excerpt is from the original MSLA and states they have no assignment rights. The second is also from the MSLA and defines Enterprise License. It's pretty restrictive and excludes Parent Company which is what I think ACE would be. The third is from the amendment when they picked up the ELA option. It provides some more flexibility as it relates to subsidiaries and affiliates, but not parent company.

<image001.png>

<image002.png>

For purposes of this Amendment Two, the Enterprise-Wide License shall mean that Client and its Affiliates may use the Fair Isaac Product for their internal business purposes, with no limitation on the number of Seats or CPUs, subject to and in accordance with all of the provisions of the Agreement. "Affiliates" shall mean any other entity directly or indirectly controlled by Client, where "control" means the ownership of more than 50% of the aggregate of all voting interests (representing the right to vote for the election of directors or other managing authority) in an entity. Such other entity is an Affiliate only during the period that such "control" exists. Client shall at all times be responsible for its Affiliates' use of the Fair Isaac Products.

Mike Sawyer  
Client Partner, Insurance & Healthcare

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